

00-1227-CD
D.C. GUEICH EXPLOSIVE CO. VS JOHNSON BROTHERS COAL CO.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

D. C. GUELICH EXPLOSIVE CO.
Plaintiffs (s)

Docket: 282

No.: 00-1227-CD

Real Debt: \$63,156.67

Atty's Comm:

Vs.

Costs: \$

Int. From:

JOHNSON BROTHERS COAL CO.
Defendant (s)

Entry: \$20.00

Instrument: JUDGMENT NOTE

Date of Entry: OCTOBER 3, 2000

Expires: OCTOBER 3 2005

Certified from the record this 3rd day of October, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on Aug 8, 01, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Tom Neff, Secretary
Plaintiff/Attorney
Tom Neff

FILED
01/10:35 AM
AUG 21 2001
William A. Shaw
Prothonotary
P/S pd.
7.00
E
KBA

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

D. C. Guelich Explosive Co., Inc.

No.: 2000-01227-CD

Vs.

Debt: 63,156.67

Johnson Brothers Coal Co.

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Tuesday, August 21, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 21st day of August, A.D. 2001.

Prothonotary

\$63,156.67 Clearfield, Pennsylvania, September XX 2000

On demand after date the undersigned promise(s) to pay to the order of D.C. Guelich Explosive Co. at its office R.D. #3, Box 125A, Clearfield, Pa 16830

Sixty-three thousand one hundred fifty-six and 67/100***** DOLLARS
without defalcation, for value received, with interest from September XX 2000

at the rate of 0.0 % per annum, payable quarterly (or monthly at the option of the undersigned). The unpaid balance hereof may be prepaid in whole at any time or in part from time to time without premium or penalty.

The undersigned agrees to pay, in addition to all other sums payable hereunder, the reasonable costs and expenses incurred by the holder hereof in connection with all actions taken to enforce collection of this note upon default by the undersigned, whether by legal proceedings or otherwise, including without limitation an attorney's fee of 15% of the above sum and court costs.

The undersigned hereby empowers the prothonotary or any attorney of any court of record within the United States or elsewhere to appear for the undersigned and, with or without one or more declarations filed, to confess judgment as necessary against the undersigned in favor of the holder hereof in any such court, as of any term, for the above sum, together with costs of suit and an attorney's commission of 15% for collection, with release of all errors. The undersigned hereby waives any right to stay of execution and extension upon any levy on real estate pursuant to any judgment so entered and also hereby expressly waives the exemption of all property from levy and sale on any execution thereon and also any exemption laws now in force or which hereafter may be enacted by any State or Nation insofar as such exemption laws may be waived.

All the foregoing promises and obligations are the joint and several promises and obligations of the undersigned.

1. The Amount Financed is \$ 63156.67
2. The FINANCE CHARGE consisting solely of interest on the Amount Financed, computed on the assumption that the loan will be paid in full, with no prepayments of principal, one-half year from the date hereof, is \$ 0.00
3. The Total of Payments, based on the foregoing assumption as to computation of the Finance Charge, is (Actual payments on the loan may exceed this amount) \$ 63156.67
4. The ANNUAL PERCENTAGE RATE is 0.0 %
5. The entire indebtedness is scheduled for Repayment by one payment whenever demanded by D.C. Guelich Explosive Co.

Prior to demand accrued interest is payable quarterly (or monthly at the option of the undersigned).

6. In the event of Late Payment, the undersigned will pay all costs of collection incurred by D.C. Guelich Explosive Co.

7. Identification of security interest: Warrant of attorney to confess judgment -- authorizes creditor to enter judgment at any time which, when entered, will constitute a lien on all your real property and, upon execution and levy a lien on your personal property.

8. Date on which FINANCE CHARGE begins to accrue (only if different from date of transaction)

Johnson Brothers Coal Co.
RD# 1
Mahaffey, PA 15757

September XX 2000

Payment schedule attached

Leslie Johnson, Individual (SEAL)

Norman Johnson, Individual (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT OF RECEIPT

The undersigned acknowledge(s) receipt from a copy of the foregoing instrument.

Dated , 19

\$63,156.67 Clearfield, Pennsylvania, September, XX 2000

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at its office R.D. #3, Box 125A, Clearfield, Pa 16830

Sixty-three thousand one hundred fifty-six and 67/100***** DOLLARS
without defalcation, for value received, with interest from September, XX 2000

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8. Date on which FINANCE CHARGE begins to accrue (only if different from date of transaction) _____

Johnson Brothers Coal Co.

RD# 1

Mahaffey, PA 15757

September, XX 2000

_____(SEAL)

Leslie Johnson, President

_____(SEAL)

_____(SEAL)

_____(SEAL)

Payment schedule attached

ACKNOWLEDGMENT OF RECEIPT

The undersigned acknowledge(s) receipt from _____ a copy of the foregoing instrument.

Dated _____, 19 _____

Johnson Brothers Coal Co.

DATE OF FIRST PAYMENT

PRINCIPLE	63,156.67	MONTH	9
INTEREST RATE	0.000%	DAY	25
TERM (MONTHS)	6	YEAR	0
INTEREST COST	0.00		
PAYMENT	10,526.11		

	<u>PAYMENT</u> <u>DATE</u>	<u>STANDARD</u> <u>PAYMENT</u>	<u>PRINCIPLE</u>	<u>INTEREST</u>	<u>PRINCIPLE</u> <u>BALANCE</u> <u>AFTER</u> <u>PAYMENT</u>
6	09/25/00	10,526.11	10,526.11	0.00	52,630.56
5	10/25/00	10,526.11	10,526.11	0.00	42,104.45
4	11/24/00	10,526.11	10,526.11	0.00	31,578.34
3	12/25/00	10,526.11	10,526.11	0.00	21,052.22
2	01/24/01	10,526.11	10,526.11	0.00	10,526.11
1	02/24/01	10,526.11	10,526.11	0.00	0.00

Cust-#	Name	Balance	-----Aged customer balances-----			
Contact-1	Address-1	Credit-limit	Current	Over 30 days	Over 45 days	Over 60 days
Phone-#-1	Address-2	Terms				
Phone-#-2	City/State/Zip	Last-pmt-dat				

A/R account: 000-1100 ACCOUNTS RECEIVABLE

10JOHN	OPN-ITM	JOHNSON BROTHERS COAL	73,156.67	1,266.61	1,275.00	4,506.54	66,108.52
		R. D. #1 BOX 580	Unlimited credit				
277-6215			NET 30 DAYS	2%	2%	6%	90%
		MAHAPPEY, PA 15757	8/22/00				

Doc-#	Doc-date	Typ	Apply-to	Due-date	Reference	Amount-1	Amount-2	Doc-total	Age
51962	4/14/00	I	51962	5/14/00	From O/E order: 078895	4,365.33	0.00	4,365.33	158
51980	4/17/00	I	51980	5/17/00	From O/E order: 078904	2,509.20	0.00	2,509.20	155
52050	4/24/00	I	52050	5/24/00	From O/E order: 078934	855.00	0.00	855.00	148
52060	4/25/00	I	52060	5/25/00	From O/E order: 078947	1,723.25	0.00	1,723.25	147
52096	4/27/00	I	52096	5/27/00	From O/E order: 078956	3,153.19	0.00	3,153.19	145
52105	4/28/00	I	52105	5/28/00	From O/E order: 078977	3,402.75	0.00	3,402.75	144
52106	4/28/00	I	52106	5/28/00	From O/E order: 078983	2,569.04	0.00	2,569.04	144
52144	5/01/00	I	52144	5/31/00	From O/E order: 078987	2,070.67	0.00	2,070.67	141
52163	5/04/00	I	52163	6/03/00	From O/E order: 079016	3,800.87	0.00	3,800.87	138
52168	5/05/00	I	52168	6/04/00	From O/E order: 079021	1,413.26	0.00	1,413.26	137

Cust-#	Name	Balance	-----Aged customer balances-----			
Contact-1	Address-1	Credit-limit	Current	Over 30 days	Over 45 days	Over 60 days
Phone-#-1	Address-2	Terms				
Phone-#-2	City/State/Zip	Last-pmt-dat				

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			8/22/00				

Doc-#	Doc-date	Typ	Apply-to	Due-date	Reference	Amount-1	Amount-2	Doc-total	Age
51962	4/14/00	I	51962	5/14/00	From O/E order: 078895	4,365.33	0.00	4,365.33	158
51980	4/17/00	I	51980	5/17/00	From O/E order: 078904	2,509.20	0.00	2,509.20	155
52050	4/24/00	I	52050	5/24/00	From O/E order: 078934	855.00	0.00	855.00	148
52060	4/25/00	I	52060	5/25/00	From O/E order: 078947	1,723.25	0.00	1,723.25	147
52096	4/27/00	I	52096	5/27/00	From O/E order: 078956	3,153.19	0.00	3,153.19	145
52105	4/28/00	I	52105	5/28/00	From O/E order: 078977	3,402.75	0.00	3,402.75	144
52106	4/28/00	I	52106	5/28/00	From O/E order: 078983	2,569.04	0.00	2,569.04	144
52144	5/01/00	I	52144	5/31/00	From O/E order: 078987	2,070.67	0.00	2,070.67	141
52163	5/04/00	I	52163	6/03/00	From O/E order: 079016	3,800.87	0.00	3,800.87	138
52168	5/05/00	I	52168	6/04/00	From O/E order: 079021	1,413.36	0.00	1,413.36	137
52210	5/10/00	I	52210	6/09/00	From O/E order: 079059	2,783.92	0.00	2,783.92	132
52313	5/18/00	I	52313	6/17/00	From O/E order: 079097	6,469.23	0.00	6,469.23	124
52323	5/23/00	I	52323	6/22/00	From O/E order: 079111	4,008.31	0.00	4,008.31	119
52370	5/25/00	I	52370	6/24/00	From O/E order: 079128	6,217.68	0.00	6,217.68	117
52447	5/31/00	I	52447	6/30/00	From O/E order: 079183	1,968.60	0.00	1,968.60	111
52448	5/31/00	I	52448	6/30/00	From O/E order: 079184	3,545.52	0.00	3,545.52	111
52504	6/06/00	I	52504	7/06/00	From O/E order: 079199	1,801.63	0.00	1,801.63	105
52538	6/09/00	I	52538	7/09/00	From O/E order: 079219	3,516.10	0.00	3,516.10	102
52604	6/19/00	I	52604	7/19/00	From O/E order: 079260	871.08	0.00	871.08	92
52605	6/19/00	I	52605	7/19/00	From O/E order: 079261	225.00	0.00	225.00	92
52606	6/19/00	I	52606	7/19/00	From O/E order: 079262	1,168.24	0.00	1,168.24	92
52742	6/30/00	I	52742	7/30/00	From O/E order: 079345	187.00	0.00	187.00	81
52840	7/11/00	I	52840	8/10/00	From O/E order: 079396	1,750.86	0.00	1,750.86	70
52845	7/13/00	I	52845	8/12/00	From O/E order: 079407	1,789.01	0.00	1,789.01	68
52871	7/17/00	I	52871	8/16/00	From O/E order: 079439	1,165.52	0.00	1,165.52	64
52958	7/24/00	I	52958	8/23/00	From O/E order: 079477	2,265.41	0.00	2,265.41	57
52964	7/25/00	I	52964	8/24/00	From O/E order: 079485	917.66	0.00	917.66	56
53103	8/10/00	I	53103	9/09/00	From O/E order: 079611	884.00	0.00	884.00	40
53104	8/10/00	I	53104	9/09/00	From O/E order: 079612	391.00	0.00	391.00	40
20000131	1/31/00	F	20000131	1/31/00	Finance chgs on 01/31/00	280.13	0.00	280.13	231
20000229	2/29/00	F	20000229	2/29/00	Finance chgs on 02/29/00	265.35	0.00	265.35	203
20000331	3/31/00	F	20000331	3/31/00	Finance chgs on 03/31/00	65.99	0.00	65.99	172
20000430	4/30/00	F	20000430	4/30/00	Finance chgs on 04/30/00	306.45	0.00	306.45	142
20000531	5/31/00	F	20000531	5/31/00	Finance chgs on 05/31/00	687.31	0.00	687.31	111
20000630	6/30/00	F	20000630	6/30/00	Finance chgs on 06/30/00	1,172.93	0.00	1,172.93	81
20000731	7/31/00	F	20000731	7/31/00	Finance chgs on 07/31/00	1,323.47	0.00	1,323.47	50
20000831	8/31/00	F	20000831	8/31/00	Finance chgs on 08/31/00	1,266.61	0.00	1,266.61	19

Totals for: 000-1100 ACCOUNTS RECEIVABLE

DR lines show totals for customers with debit balances as of the aging date
CR lines show totals for customers with credit balances as of the aging date

	Total	Current	Over 30 days	Over 45 days	Over 60 days
DR bal cust totals:	73,156.67	1,266.61 2%	1,275.00 2%	4,506.54 6%	66,108.52 90%
CR bal cust totals:	0.00	0.00 0%	0.00 0%	0.00 0%	0.00 0%
Net totals:	73,156.67	1,266.61 2%	1,275.00 2%	4,506.54 6%	66,108.52 90%

-- End of report --

Payment of \$10,000.00 rec'd - 9-15-00

Correct Balance @ 9-18-00 s/b \$63,156.67

\$63,156.67 Clearfield, Pennsylvania, September, XX 2000

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at its office R.D. #3, Box 125A, Clearfield, Pa 16830

Sixty-three thousand one hundred fifty-six and 67/100***** DOLLARS
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8. Date on which FINANCE CHARGE begins to accrue (only if different from date of transaction) _____

113 Johnson Brothers Coal Co.
RD# 1
Mahaffey, PA 15757

Payment schedule attached

September, XX 2000

Leslie Johnson President (SEAL)
Leslie Johnson, President

(SEAL)

(SEAL)

(SEAL)

FILED

ACKNOWLEDGMENT OF RECEIPT

OCT 03 2000

0/12:00/2003

The undersigned acknowledge(s) receipt from _____ the foregoing instrument.

William A. Shaw
Prothonotary

Dated _____, 19 _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

D. C. GUELICH EXPLOSIVE CO.
Plaintiffs (s)

Docket: 282

No.: 00-1227-CD

Real Debt: \$63,156.67

Atty's Comm:

Vs.

Costs: \$

Int. From:

JOHNSON BROTHERS COAL CO.
Defendant (s)

Entry: \$20.00

Instrument: JUDGMENT NOTE

Date of Entry: OCTOBER 3, 2000

Expires: OCTOBER 3 2005

Certified from the record this 3rd day of October, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

D. C. GUELICH EXPLOSIVE CO.,	:	
INC.,	:	
Plaintiff	:	No. 00 -1227- CD
	:	
vs.	:	
	:	
JOHNSON BROTHERS COAL CO.,	:	
Defendant	:	

Notice is given that a JUDGMENT in the above-captioned
matter has been entered against you in the amount of \$63,156.67
on October 3, 2006.

William A. Shaw, Prothonotary

By _____